

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Carolyn Pilgrim	:	CIVIL ACTION
	:	
v.	:	
	:	
Metro Chrysler Plymouth	:	NO. 03-3219
Subaru, et al.	:	

**MEMORANDUM AND ORDER**

Fullam, Sr. J.

January 11, 2005

Defendants have filed motions for summary judgment and for judgment on the pleadings in this case alleging violations of state and federal law in connection with the purchase and financing of a used car. For the following reasons, the motions will be granted in part and denied in part.

Defendants have moved for judgment on the pleadings on the Truth in Lending Act claim based on the statute of limitations. The automobile sale took place in January 2002; Plaintiff filed suit in April 2003. The statutory limitations period under the Truth in Lending Act is one year. 15 U.S.C. § 1640. Plaintiff has not responded to this motion, which I will grant.

Defendants also have moved for summary judgment on all claims. I will grant the motion as to Key Bank; Plaintiff concedes that Key Bank's liability is solely derivative as a holder of the financing documents. Under the Truth in Lending Act and the law of this Circuit, therefore, the claims against

Key Bank are barred. See Ramadan v. Chase Manhattan Corp., 229 F.3d 194, 197 (3d Cir. 2000); Alexious v. Brad Benson Mitsubishi, 127 F. Supp. 2d 557 (D.N.J. 2000).

As to the other causes of action and other Defendants, Plaintiff concedes that her claims under the Credit Repair Organizations Act for punitive damages for breach of contract, and for damages related to replacement vehicles and repair costs, should be dismissed. In all other respects, the motion for summary judgment will be denied: Plaintiff has produced evidence that (unknown to her) the car had been a rental vehicle, and that various damage to it had been listed, and also that Defendant Metro filed corrected mileage certifications with Commonwealth of Pennsylvania which indicate that the mileage certified in October 2001 was greater than the mileage certified in January 2002. This evidence raises issues of fact inappropriate for summary disposition.

An appropriate Order follows.

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ORDER

AND NOW, this 11th day of January, 2005, upon consideration of Defendants' Motion for Judgment on the Pleadings and Defendants' Motion for Summary Judgment, and the response thereto,

IT is hereby ORDERED that the Motions are GRANTED IN PART AND DENIED IN PART as follows:

- 1) Plaintiff's claims under the Credit Repair Organizations Act are DISMISSED;
- 2) Plaintiff's claims for punitive damages for breach of contract, and Plaintiff's claims for damages related to replacement vehicles and repair costs are DISMISSED;
- 3) Plaintiff's claims under the Truth in Lending Act are DISMISSED;
- 4) Summary Judgment is GRANTED AGAINST Plaintiff, Carolyn Pilgrim, and IN FAVOR of Defendant, Key Bank U.S.A., National Association ONLY.
- 5) In all other respects, the Motions are DENIED.

BY THE COURT:

/s/ John P. Fullam  
John P. Fullam, Sr. J.